INVITATION FOR BID

IFB # 2360

For

Wire Distribution Services for News Releases

May 8, 2019

You are invited to review and respond to this Invitation for Bid (IFB)

In submitting your bid, you must comply with the instructions contained herein.

This IFB is an open solicitation for private entities, non-profit organizations, the University of California, California State University Foundations, and other governmental entities; however, **government entities** that submit a proposal and bid are subject to all requirements governing this solicitation including the General Terms and Conditions (GTC 04/2017) and Contractor Certification Clauses (CCC 04/2017) are available at
https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language
The State's General Terms and Conditions (GTC 04/2017) are **not negotiable (**see Attachment D**).**

California DVBE incentive and Small Business preference programs apply to this IFB.

Bidders should read the IFB carefully. In the opinion of the Department of Industrial Relations (DIR), this IFB is complete and without need of explanation. If you have questions or need any clarification of information contained herein, please email your questions to the Event Coordinator on the California State Contracts Register (CSCR) located on the CalEprocure website by the date specified in the Key Action Dates.

Do not contact other DIR staff for questions regarding this IFB. No verbal information provided by the Department of Industrial Relations (DIR) shall be binding upon the State unless such information is issued in writing as an official addendum.

Elisabeth Pinio
DIR Procurement and Contracting Officer
1515 Clay Street Suite 1902
Oakland, CA 94612

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Introduction

In the opinion of The Department of Industrial Relations (DIR), this IFB is complete and without need of explanation. If you have questions or need any clarification of information contained herein, please email your questions to the Event Coordinator on the California State Contracts Register (CSCR) located on the CalEprocure website by the date specified in the Key Action Dates.

In submitting a response to this IFB, it is each Bidder's responsibility to:

- Carefully read the entire IFB, including all referenced web addresses, regulations, orders and statutes cited in this document.
- Email questions to the Event Coordinator by the required date.
- Submit all required bid elements and information, completed to the best of the Bidder's ability, by the required dates and times.
- Submit all cost/rate information in a separate sealed envelope.

Note: Providing **cost and/or Rate information in any other area of the bid may result in bid rejection** and exclusion from further participation in this procurement.

1. Statement of Work

Background and Purpose

The Department of Industrial Relations (DIR) is charged with protecting and improving the health, safety, and economic well-being of over 18 million wage earners and helping their employers comply with state labor laws. DIR administers and enforces laws governing wages, hours and breaks, overtime, retaliation, workplace safety and health, apprenticeship training programs, and medical care and other benefits for injured workers. DIR regularly distributes press releases in English and Spanish in order to publicize important information relating to regulatory changes, wage theft, workplace safety and health, workers' compensation matters and other topics. Last year, DIR distributed 108 press releases via newswire, with 43 of them translated to Spanish. On occasion, DIR distributes press releases in other languages, including Korean, Chinese, and Vietnamese.

1.1 Scope, Tasks, and Deliverables

The following services will be provided by the Contractor:

- Distribution must include newspapers, wire services, television and radio, business journals, national media, individual reports, and trade media in a variety of industries.

- Wire service that specifically targets business industry preferred.
- Must be able to target specific geographic and industry markets, for example, California, Northern California, Southern California, Bay Area.
- Must be able to target ethnic media including but not limited to Hispanic and Asian-American audiences, and provide professional translation of press releases to target languages utilizing departmental glossary. For Spanish translations, prefer translation using Mexican Spanish as over 70% of Spanish-speakers in California are of Mexican heritage. For Chinese translations, traditional Chinese is preferred.
- Must be able to provide 24 hour-live customer service.
- Provide assistance with technical or service-related issues at no additional charge.
- **MEDIA TARGETING**

1. Create and maintain real-time targeted media lists which are updated automatically by vendor (unlimited number of lists)
2. Ability to export contract profiles with e-mail, telephone, fax numbers on media company, contacts
3. Create detailed media lists
4. Near real time monitoring
5. Utilize social media platforms
6. Daily email reports

- **DISTRIBUTION**

1. Press release distribution via email, fax, social media, or to broader wire news line options

- **REPORTING**

1. Source breakdown of where mentions have occurred across the media
2. Graph the number of mentions over time
3. View related topics, companies or people across various mediums
4. Comparison reporting between monitored topics
5. View visibility reports

DIR Responsibilities

Designate staff to have primary responsibility for program liaison activities under this Agreement,

including coordination activities, and meeting as needed to further define specific program needs and procedures.

1.2 Minimum Contractor Requirements

1.2.1 California State Qualified

The contractor must be qualified to do business in California. Please review the CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017) – Attachment #2

1.2.2 Experience and Other Credentials (Mandatory Requirements)

1. The vendor must have a solid reputation for providing media distribution to print, electronic, and web based news agencies with the ability to target media based upon geographic location, ethnicity, and type of media.

2. The vendor must have had at least three years of continuous experience in media distribution/outreach efforts.

3. The vendor must have contracted with at least four reputable businesses and at least three California state agency clients within the last 3 years

1.2.3 Insurance Requirements

Bidders must submit evidence of insurance –or- evidence of insurability such as a letter from an insurance company indicating that bidder is insurable under the following requirements. Actual evidence of insurance will be required during the contract execution period.

1.2.3.1 General Liability Insurance

Contractor shall maintain general liability insurance with limits of not less than $1,000,000.00 per occurrence for bodily injury and property damage liability combined, and shall furnish to the State a certificate of insurance stating that this coverage is presently in effect. The policy shall be in effect at all times during the term of this contract, and include coverage for liabilities arising out of premises, operations, independent contracts, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

1.2.3.2 Workers' Compensation and Employer Liability Coverage

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable.

1.2.3.3 Professional Errors and Omissions Insurance

Contractor shall maintain professional errors and omissions insurance with limits of not less than $1,000,000.00 per occurrence. Contractor's policy shall provide the kind of coverage customary for the publishing industry, including but not limited to coverage for libel, slander and false light.

1.2.4.4 Automobile Insurance

Upon signing the resulting agreement, the Contractor certifies that any person it authorizes to perform services under the agreement, possesses valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

1.2.3.4 Additional Insured

This policy must include the DIR as additional insured, but only insofar as the operations under this contract are concerned, and must provide the additional insurance language as follows: "The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract."

1.2.3.5 Certificate of Insurance

The certificate of insurance shall be issued by an insurance company, or be provided through lawful partial or total self-insurance.

1.2.3.6 Requirements to Notify DIR of terminated Insurance coverage

Contractor is responsible to notify the DIR within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.

1.2.3.7 30 Day Notice to cancel from Insurer

The certificate of insurance shall provide that the insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to the DIR.

1.3 Post-Award Project Management

Once a contract has been awarded, the contractor is expected to perform the following initial tasks, listed here for background information for interested bidders.

The first tasks will be to:

(1) Provide login information for DIR Communications team, up to 10 total users.

(2) Provide method for electronic invoicing.

(3) Provide proof of receipt of the DIR glossary for translations.

1.3.1 Agreement Execution and Performance

1. Performance shall start not later than five (5) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contactor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between the Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.

2. All performance under the agreement shall be completed on or before the termination date of the agreement.

Invoicing and Payment

Abide by all DIR required policies and procedures related to invoicing and payment (see Attachment B Budget Detail and Payment Provisions).

Sub-contractor Records and Other Government Reporting Requirements

Prime Contractor is responsible to collect and retain all sub-contractor records associated with the scope of work and government reporting requirements to include but not limited to Small Business and DVBE reports, progress reports, all deliverables, and presentations.

Notification of all issues effecting work under agreement

The Contractor is responsible to notify DIR of any issues that might affect the quality of materials, quality of work, safety, and/or the timelines established or associated with the services provided.

Change Orders

Upon notification of issues, DIR and Contractor shall discuss and determine if a change order should be executed to address identified issues.

2. Contract Term and Budget/Cost Limitations

Term

The contract executed in response to this IFB will be for a **3-year** term; the estimated agreement dates will be from approximately **June 20, 2019 to June 19, 2022**. The contract will have a one year option to extend to:

complete work at no additional cost. –OR-

complete work at the same rates as provided in response to this IFB.

Budget/Cost Limitations

The contractor is expected to provide their most competitive bid associated with this IFB.

The budget for this IFB is $120,000.

See Attachment A: Cost Sheet

See Attachment B: Budget Detail And Payment Provisions

3. Key Action Dates

Key Action	Date	Time
IFB Release Date – Posted on CSCR	May 8, 2019	
Bidder's Written Questions Submittal Deadline Submit via email to magbayani@dir.ca.gov	May 15, 2019	12:00 pm Pacific Time
DIR Written Answers Due Date Posted CSCR	May 20, 2019	
Bid Due Date*	May 29, 2019	4:00 pm Pacific Time
Phase I – Technical Evaluation	May 31, 2019	
Bid Opening at: 1515 Clay Street Suite 1902, Oakland, CA 94612	June 3, 2019	10:00 am Pacific Time
Phases III – Calculation of Socio-Economic adjustments	June 4, 2019	
"Intent to Award" Posted at 1515 Clay Street Suite 1902, Oakland, CA 94612	June 5, 2019	
Protest Period (5 Business Days)	June 6- 13, 2019	
Proposed Contract Award Date	June 14, 2019	

Notes:

* The Bid Due Date cannot be changed except by an official addendum posted on CSCR. Please refer to CSCR at https://www.caleprocure.ca.gov/pages/Events-BS3/event-search.aspx as you develop your bids for the latest information.

All key actions and dates after the Bidder's Bid Due Dates are estimated and subject to change.

4. Contact with the DIR during IFB Process

Prospective Bidders shall NOT contact any DIR employees or contractors regarding the proposed work associated with this IFB except as prescribed under this IFB. Any discussion or inquiry regarding this IFB may result in the disqualification of bid or contract award. This requirement is to ensure a fair and equitable process in awarding a contract based upon merit.

5. Bidder Questions and Bidder's Conference

5.1 Bidder Questions

Bidders requiring clarification of the intent or content of this IFB or on procedural matters regarding the competitive bid process may request clarification by submitting written questions. To ensure a

response, questions must be received, in writing, by the scheduled date specified in IFB Section: Key Action Dates.

Questions received after the dates indicated will only be answered by the DIR as time allows as solely determined by the DIR, and therefore may remain unanswered.

Question and answer sets will be posted on a new version of the CSCR Event without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

Only written questions and written answers released by the IFB representatives shall be binding upon the Bidders and the State. Oral answers shall not be binding on the State.

At the sole discretion of the State, questions may be paraphrased by the State for clarity.

5.2 Bidders' Conference

This IFB does not have a Bidder's conference.

6. Required Bid Elements and Information

Bidders must possess required licenses, insurance, and equipment as well as demonstrate the experience and expertise of the proposed team to complete the duties described in the Section 1: Statement of Work.

Required Documents

The elements of a complete submission are defined below in **two volumes.**

The required documents and forms may be submitted electronically via Email or physically delivered. If submitted electronically, Volume One (1) and Volume Two (2) must be in separate files. If documents are physically delivered, Volume (2) must be sealed in a separate envelope and labeled "Volume 2 – Cost Information" and included with Volume 1.

Failure to provide all items may result in disqualification.

Volume 1 Response (No Cost Information)

DO NOT INCLUDE RATES OR ANY COST information in Volume 1 Documents.

1) Cover Letter and Executive Summary are designed for the vendor to demonstrate the experience and technical expertise of the individual or team to perform the tasks and complete work described in the SOW. This section is limited to 10 double spaced typed pages in Arial 10 font.

The cover letter must be signed by an individual who is authorized to bind the firm contractually. The

cover letter must indicate the title or position that the individual holds in the firm. The signed cover letter must be on the Vendor's official business letterhead stationery.

• **Cover Letter** (which is an integral part of the Offer) shall introduce the firm and provide compelling arguments as to why the DIR should select their firm to complete work under this IFB. These arguments should include the requirements listed in this IFB to include but not limited to prior experience, similar projects completed, technical expertise, project management expertise, availability of resources, and ability to meet deadlines.

• **Executive Summary** should contain a salient overview of the Vendor's bid. It must condense and highlight the contents of the bid to provide a high level understanding of the entire bid and to facilitate the review of the bid by the State.

If the bid is made under a fictitious name or business title, the actual **legal name** of bidder must be provided.

2) Conflict of Interest Statement and Disclosure
All bidders must complete and sign CCC 04/2017 which includes the Conflict of Interest Certification. Should any conflict of interest exist between the business activities of the proposing firm or its individuals and the interests of the proposed study, additional documentation and disclosure describing the conflict must be attached. (See Conflict of Interest Section)

3) Minimum Qualifications Sheet
Bidders must have the minimum requirements specific in Section 1.2 Failure to meet this requirement may result in a bid to be rejected and deemed nonresponsive. The requirements listing project titles, staff members, and dates of contract award and completion will be submitted using Attachment #3 below as a guide.

4) Sample Work Products/Reports
Provide an electronic or hardcopy of sample reports (Project Management or Other Reports) prepared for a recently completed (or current) client project. If possible, the sample report should have been prepared by a significant portion of the team members. If the bidder has performed work for the DIR in the recent past, provide a sample report from that project if possible.

5) All Required Forms specified in Attachment 1.

Volume 2 – Cost Information

The detailed cost sheet shall not include any goods. **This IFB is for Services only.** Any goods or quasi-goods line items included in the cost sheet shall not be incorporated into the final agreement.

The IFB does not authorize the inclusion of any goods, supplies and equipment. The contractor is responsible to provide all supplies and equipment associated with the requirements under this IFB.

COST SHEET – ATTACHMENT A
The Cost Sheet must be completed and bear an original signature of a person authorized to sign for the bidder.
Volume (2) must be sealed in a separate envelope and labeled "Volume 2 – Cost Information"

7. Evaluation Process

A responsive bid is one, which meets or exceeds the minimum requirements stated in this IFB.

7.1 Overview

The DIR Contracts office will conduct an initial bid compliance check to determine whether or not a bidder's package is complete in conformance with the submission requirements of this IFB.

This includes but is not limited to ensuring that (1) all documents are included and properly signed in the proposed's bid, (2) all forms as stated on Attachment 1 – Bid Checklist are submitted to include Preference Program documentation for Small Business, Micro-business, Disable Veteran Business Entities , Non-Small Businesses sub-contracting with Small Business, and Target Area Contract Preference Act (TACPA), if applicable; (3) Rates, labor hours, and/or cost information is contained only in the sealed cost bid envelope, (4) The cost bid worksheet and contractor rates are provided in a separate sealed envelope.

If the bid packages do not meet the submission requirements or is incomplete, then those bids will be consider unresponsive.

The non-compliant bidder will receive a letter from the DIR Contracts Office explaining the reason their bid did not advance to Phase I.

During the evaluation phases, the DIR will evaluate bids

The bidder's package will be evaluated on a Pass/Fail basis for each rating criteria in Phase I and II.

The bidder who meets the minimum requirements and has the lowest adjusted cost, after application of preferences and incentives shall be awarded the contract.

The evaluation sequence is summarized in the following table:

	Evaluation Description	Maximum Value
	Phase I: Technical Evaluation	
1	Minimum Qualifications	pass/fail
2	Phase II : Public Bid Opening	
3	Phase III: Cost Evaluation	Net Bid
	Socio-Economic Adjustments*	
	Small Business Preference	5%
	TACPA Preferences (9%)	Up to 9%
	DVBE Incentive (3%, 4%, or 5%)	Up to 5%
4	**Intent to Award****	Lowest Adjusted Bid

* Socio-Economic Adjustments are applied based upon compliance to the requirements for Socio-economic programs; see section 7.5.

** In the unlikely event of a tie bid, the tiebreaker will be decided using a coin toss as indicated in SCM Volume 1 Section 5.4.5. Such an event will be observed by witnesses. The affected bidders will be invited to attend.

7.2 Phase I: Technical Evaluation

Minimum Qualifications

During this evaluation phase, the DIR will evaluate each bid for minimum requirements to determine responsiveness to the DIR's needs.

Each bid will be checked for the presence or absence of required minimum requirements or qualifications outlined in *Section 1.2*. Bids that do not meet minimum technical requirements will not move to the next evaluation phase.

TECHNICAL CRITERIA (Minimum Requirements) ***This evaluation criteria is a SAMPLE**	
Proposed Work Plan *Proposed work plan demonstrates a clear understanding of the steps needed to accomplish the work, a practical and innovative approach to complete the work tasks and deliverables, and the ability to meet and exceed project goals and expectations.*	Pass/Fail
Experience and Qualifications of Team Members *Appropriate experience and skills in line with the qualifications required and preferred under Sections 2 & 5; and related to the SOW in Section 1*	Pass/Fail
Quality of Previous Work Products *Demonstrated history of providing high quality services and work products as demonstrated by the Sample Report*	Pass/Fail
Insurance Requirements *Contractor has meet insurance requirements or has submitted evidence of insurability*	Pass/Fail
Phase I	**Pass/Fail**

7.3 Phase III: Bid Opening

For responses that meet the minimum qualifications, the cost bids will be opened on the day indicated in the Key Actions Dates. All bidders are welcome to attend the bid opening.

The public bid opening shall be performed at:

Department of Industrial Relations
1515 Clay Street Suite 1902
Oakland, CA 94612

The Cost Sheet submitted in a separate sealed envelope shall be opened and the bidder name and bid amounts shall be read aloud.

The bids opened must be evaluated for Socio-Economic Adjustments prior to the intent to award notice.

7.4 Phase IV: Cost Evaluation and Final Scoring

After the public bid opening, the net bid costs will be adjusted for Socio-Economic programs. The application and adjustment to bids for the preference programs is for evaluation purposes only and does not change the actual bid amount offered by any supplier.

7.4.1 Total Cost Bid

The evaluation team and contracts office shall (1) verify any claims for socio-economic preferences and incentives and (2) compute the adjusted bid to determine the lowest evaluated bid. The bidder who meets the minimum requirement and has with the lowest adjusted cost, after application of preferences and incentives shall be awarded the contract.

If the lowest bidder is a certified small business, then the award is made to the certified small business and no additional adjustments are made.

7.4.2 Adjustment for Small Business Preference Program

Small Business participation for this IFB an incentive for Small Business participation is 5% and the requirements to meet this program are described in IFB Section 14.

The small business incentive is calculated as follows:

The small business preference is calculated by multiplying the lowest non-small business responsive bid by 5%. The resulting Small Business preference amount is reduced from the Net Bid from those bidders who claim and are eligible **for the small business preference.**

See Example Below: Bidder C is awarded the Contract in the amount of $35,999.
All cost figures are purely hypothetical

Bidder	A	B	C
Responsive & Responsible?	Yes	Yes	Yes
SB Preference Eligibility	None	None	SB
Net Bid Amount	**$36,200**	**$35,040**	**$35,999**
Initial Ranking	3	1	2
SB preference amount	NA	NA	1,752
Evaluated Bid price	36,200	35,040	34,247
Re-ranking	3	2	1

Note: If all bidders are certified small businesses, then no preference is calculated.

7.5.3 Adjustment for TACPA Preference Program

In evaluating bids, the State will give preferences in accordance with the law for Bidders who are California home based and who successfully claim preferences under Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in IFB Section TACPA Preference Program. The TACPA Preference Program applies to all competitive transactions of $100,000 or more.

All requests for a TACPA preference shall be forwarded to DGS/Procurement division for verification of worksite and workforce eligibility; the TACPA adjustment is calculated by multiplying the worksite and workforce eligibility percentages (5% to 9%) approved by DGS by the lowest net bid of all responsive bidders.

Available evaluation preferences under TACPA are each limited to 9% of the lowest net bid of all responsive bidders or $50,000, whichever is less.

NOTE: The application of the TACPA preference may not displace an award to a Department of General Services (DGS) certified Small Business. However, a firm that receives a 5% non-small business subcontractor preference is not a certified Small Business, and may be displaced by the application of the TACPA preferences.

7.5.4 Adjustment for DVBE Incentive

DVBE participation for this IFB is not required; however, an incentive for DVBE participation up to 5% may be applied, as described in IFB Section 14.

Confirmed DVBE participation of:	DVBE Incentive Percentage:
5.00% and above	5%
4.00% to 4.99%	4%
3.00% to 3.99%	3%

2.00% to 2.99%	2%
1.00% to 1.99%	1%
0.00% to .99%	0%

The award of the DVBE incentive cannot be used to achieve any applicable minimum requirements.

The DVBE incentive is applied to the lowest net bid of all responsive bidders* or $50,000, whichever is less.* Note: If the lowest bidder after applying the small business preference is a certified small business, then the DVBE incentive shall only be calculated for all responsive certified small business bids.

Note: The application of the DVBE incentive may not displace an award to a DGS certified Small Business; however, a non-small business bidder that receives a 5% small business incentive using subcontractors may be displaced by the application of the DVBE incentive.

All cost figures are purely hypothetical

See Example Below: Bidder C is awarded the Contract in the amount of $46,100.

Bidder	A	B	C
Responsive & Responsible?	Yes	Yes	Yes
SB Preference Eligibility	None	SB	SB
Net Bid Amount	**$46,000**	**$46,800**	**$46,100**
Initial Ranking	1	3	2
SB Preference Amount	NA	2300	2300
Subtotal	46000	44,500	43,800
(Ranking after SB Preference)	3	2	1
DVBE Participation	2	3	2
DVBE Incentive amount	0	1380	920
Evaluated Bid	46000	43120	42,880
Final Rank	3	2	1

*Since Bidder C (a small business) is ranked #1 following application of the small business preference, the DVBE incentive is only calculated for bidders certified as small businesses.

7.5.5 Commercially Useful Function

All contractors, subcontractors and suppliers claimed by the Bidder as either a DGS certified DVBE or Small Business must perform a Commercially Useful Function. **The Bidder must complete a certification (Attachment #10)** for each DVBE contractor specified in the bid.

As stated in Chapter 623, Statutes of 2003 (Government Code Section 14837(d) (4)), a business performing a Commercially Useful Function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business, services and function.

8. Other Important Information for Bidders

8.1 Addendum

The State may modify the IFB prior to the submission due date for Proposals by issuing an addendum. Addenda will be numbered consecutively. Only the latest version of the IFB documents, as may be modified by any addenda, will be the correct and valid IFB to which Bidders must be responsive.

8.2 Eligibility

This IFB is an open solicitation for private entities, non-profit organizations, the University of California, California State University Foundations, and other governmental entities; however, **government entities** that submit a proposal and bid are subject to all requirements governing this solicitation including the General Terms and Conditions (GTC 04/2017) and Contractor Certification Clauses (CCC 04/2017).

8.3 Confidentiality of Bids

Bids are public record and Bidders should be aware that marking a document "CONFIDENTIAL" or "PROPRIETARY" will not keep the document from being released unless an order by a Court specifically prevents its release by the State.

The content of hardcopy and electronic work papers and correspondence disclosing any part of a bid will be held in the strictest confidence until the Notice of Intent to Award is posted.

Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by California Government Code § 19570 et seq.

8.4 Payment

Only allowable costs stated in the submitted Cost Sheet will be incorporated into the final contract. Any invoiced items that are not included in the Cost Sheet will be denied.

8.5 Travel Costs

The travel costs are not authorized under this IFB.

8.6 Printing Services

Printing services may be included in the cost portion of this IFB; HOWEVER, the contractor may not engage in any printing activity unless a waiver is provided by the Department of General Services, Office of State Publishing (OSP).

Contract awarded under this IFB requires that all printing services be sent to the Department of General Services, Office of State Publishing.

8.6.1 Authorization

Management Memo MM07-06: https://www.dgs.ca.gov/Resources/ManagementMemos

All printing activity associated with this IFB is subject to review by the Office of State Publishing (OSP). OSP has the first right of refusal for any printing jobs associated with the work contracted under this IFB. The OSP will determine whether or not to accept a printing request upon review of the following print specifications. Unless the OSP grants a specific or general waiver, the OSP will complete all printing request.

A contract awarded under this IFB does not authorize any printing activity performed by the prime or sub-contractor. Printing activity as defined under DGS Management Memo 07-06 issued on 6/21/2007 under the State Administrative Manual is not authorized and shall not be reimbursed under this contract.

State agencies must now procure printing services through the Office of State Publishing (OSP). In order to ensure compliance, departments and agencies must first contact the OSP to determine if the OSP can provide the printing services in question.

If a waiver is submitted to and approved by DGS, Office of State Printing, contract awarded under this IFB may be amended in writing to allow printing activity.

8.6.2 Small Business/DVBE Sub-Contracted Printers

DVBE or Small Business sub-contracted printers cannot be used to meet the minimum DBVE and/or Small Business participation requirements under this IFB.

DVBE or Small Business printers will not be factored into the Evaluation Process and will not be used in the calculation of the DBVE or Small Business requirements.

If a bidder submits a DVBE or Small Business printer and printing activity becomes authorized under the executed contract, the amount associated in whole or in part may be used to satisfy the minimum DVBE or Small Business participation requirements at time of audit.

9. Conflict of Interest

The identification and disclosure of a conflict of interest does not exclude parties from competing in the bid process. Full Disclosure of any possible conflict of interests is required so that the DIR may review possible conflicts and determine if the level of the conflict meets a threshold that requires additional review and/or action. All bidders must complete and sign CCC 04/2017 which includes the Conflict of Interest Certification.

9.1 General Description

A. For purposes of this IFB, “conflict of interest” means:
   a) a conflict of interest as defined in this IFB or any resulting Agreement;

b) a conflict of interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest.[1]; and/or
c) a financial interest that may impair the ability of the individual or firm to deliver fair unbiased work for the State.

B. The bidder agrees to notify the DIR's Project Manager and DIR Procurement and Contracts Office promptly of any potential conflict of interest, including those of all persons performing work for the bidder under this Agreement, whether employees, independent contractors or others. The DIR may exercise its option to direct termination of any individual or firm or this Agreement, if such a conflict is found.

C. For purposes of this IFB, a "Covered Entity" is defined as any individual, firm, sub-contractor, or other party who might perform work under a contract awarded in response to this IFB.

9.2 Additional Conflict Evaluation

A. The following conditions, for any prospective team member (firm, or individual, whether a contractor or subcontractor, etc., performing or supervising work under this contract whose work on this project is expected to involve the exercise of judgment), may constitute a conflict of interest:

1) Current contracts/employment with, or active bids before the Covered Entities or any parent, subsidiary, or affiliate thereof.
2) A conflict of interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest.

9.3 Disclosures

This section discusses disclosures that must be made by firms, including subcontractors.

A. A number of conditions may render a team unable to give impartial, technically sound, objective assistance and advice, otherwise result in a biased work product, or result in an unfair competitive advantage. In order to properly evaluate and judge the proposed team, and avoid termination and/or controversy at a later stage, DISCLOSE for each participating firm and individual:

1) Prior contracts during the last three years with the Covered Entities or any parent, subsidiary, or affiliate thereof. Provide the total amount of payments, duration, and nature of service.

2) Any current contract, subcontract, active bids, business relationship with, or any financial interest in any of the Covered Entities. (List the entity's name, the nature, the scope, and duration of the relationship or interest and its total monetary value.)

3) Any work performed within the last three years for entities planning, developing, constructing or operating the delivery of ancillary services to California consumers (including marketing, brokering, and financial instruments). (Provide the client name, total amount of payments, duration, and nature of services provided.)

B. Failure to disclose the above-mentioned could be grounds for disqualification.

[1] The Political Reform Act is set forth in Government Code section 81000 et. seq.

9.4 Additional Disclosures

This section shall apply to all team members or individuals performing work for the Department of Industrial Relations, whether employees, independent contractors or others, who exercise judgment in making recommendations to the DIR. The consultant agrees to require any such person who works for the DIR under this Agreement, whether employees, independent contractors or others, to agree to be bound by the terms of this section of this Agreement.

A. If (i) any individual team member who might perform work in response to this IFB also owns 10% or more of the firm performing the work and (ii) the firm now or within the past 12 months has been under contract with or received income from any of the Covered Entities or its parent, subsidiaries, or affiliates, disclose: the name of the individual; his or her percentage of ownership; cost and length of the contract (or if no contract, the amount of income received and the period over which received); and a brief description of the scope of work. (For purposes of this disclosure, a sole proprietor owns 100% of the firm.)

B. If any individual who might perform work in response to this IFB has received within the past 12 months (or will receive during any 12 month period) $500 or more of income from a Covered Entity, disclose the individual's name and the source of income (in response to this question, include the total income of the individual, his or her spouse or registered domestic partner).

C. If any individual who might perform work in response to this IFB has an investment in any Covered Entity worth $2000 or more, disclose individual's name and the company in which the investment is held (in response to this question, include the total investments of the individual, his or her spouse, or registered domestic partner, and dependent child).2

D. Contractor agrees to refrain from entering into any relationship that could result in a conflict of interest in the performance of work under this IFB; and to notify the DIR's Project Manager promptly of any potential conflict of interest, including those of its employees, subcontractors, and/or anyone performing work under this IFB.

E. The successful bidder agrees to comply with any and all applicable conflict of interest laws. This shall include compliance with state conflict of interest laws as directed by the DIR's Project Manager. Additional information may be required in order to comply with state conflict of interest requirements.

9.5 Rules Relating to Current and Former State Employees

Bidders are on notice of the following provisions regarding current or former state employees and disclose any disqualifying situations from the following provisions:

Current State Employees (Public Contract Code (PCC) §10410):

[2] An individual at a firm may not be able to perform work relating to a particular Covered Entity if that individual discloses an investment in that Covered Entity (or its parent, subsidiaries, or affiliates). However, that will not bar a firm from performing work relating to that particular Covered Entity if that individual performs no work on that contract, nor will it bar the firm from performing work to other related Covered Entities.

No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC §10411):

For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

10. Submission Procedure

The bid package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Respondents are encouraged to concentrate on conformity with IFB instructions, responsiveness to the requirements and the clarity and completeness of the submitted content.

1. **Submission Format:** The respondent may submit their bid (1) in PDF format electronically via email –or- (2) as printed documents via courier. The submission requirements are different based upon the method of submission.

   Electronic Submission: Bids submitted electronically will be delivered via email in two consolidated PDF files, Volume One and Volume Two, with all required documents. If separate PDF documents are submitted for the various elements, each electronic file should be named to distinguish the specific documents being submitted.

   The Bid, as PDF attachments, shall be e-mailed to: magbayani@dir.ca.gov

   The official time of receipt is based upon DIR's MS Outlook delivery date and time indicated on the email delivered to the procurement officer. **The DIR is not responsible for errors or delays caused by any external party involved in the electronic delivery of information.**

   Printed Documents: Documents must be sent together in one package and submitted as follows:

a. The envelope or box containing the bid must be plainly marked with this IFB number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

DO NOT OPEN
IFB #
Your Firm's Name
Your Firm's Address
City, State and Zip Code

Bids not submitted under sealed cover and marked as indicated may be rejected.

b. All required Information for the review of bid must be submitted. Bids not including the proper "required attachments" may be deemed non-responsive. A non-responsive bid is one that does not meet the basic offer requirements. Mail the bid to the following address:

Department of Industrial Relations
Contracts & Procurement Office
ATTENTION: Marian Agbayani IFB 2360
1515 Clay Street, Suite 1902
Oakland, CA 94612

If bids are hand delivered, they must be addressed as indicated above, but physically delivered to DIR Contracts and Procurement Officer between the hours of 9:00am to 12:00 Noon or 1:00pm to 4:00pm. The DIR Procurement Office is located in Suite 1902 (nineteenth floor).The party delivering the documents must clear the security metal detectors prior to proceeding to Room 1902. A Procurement Officer will record the time and date that the bid is received. The DIR recommends that you bring a copy of the cover letter to have date stamped for your records.

c. Failure to deliver the bid by the date and time listed in the Key Action Dates will be cause for rejection of the bid. It is the responsibility of the respondent to ensure documents arrive on time. **The DIR is not responsible for errors or delays caused by delivery companies.**

2. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may cause an offer to be rejected.

3. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids. The State may waive any immaterial deviation in a bid. The State's waiver of immaterial deviation shall in no way modify this IFB document or excuse the respondent from full compliance with all requirements if awarded the agreement.

4. Costs incurred for developing bids and in anticipation of the award of the agreement are entirely the responsibility of the respondent and shall not be charged to the State of California.

5. An individual who is authorized to bind the firm contractually shall sign all applicable attachments and indicate the title or position that the individual holds in the firm. An unsigned offer may be rejected.
6. A respondent may modify a bid after its submission by withdrawing its original Offer and resubmitting a new bid prior to the bid submission deadline as set forth in the Key Action Dates. Modifications offered in any other manner, oral or written, will not be considered.
7. A Respondent may withdraw its bid by submitting a written withdrawal request to the DIR, signed by the respondent or an authorized agent. A respondent may thereafter submit a new bid prior to the submission deadline. Bids may not be withdrawn without cause subsequent to submission deadline.
8. The DIR may modify this IFB prior to the date fixed for submission of bid by the issuance of an addendum to all parties who received the IFB package.
9. The IFB reserves the right to reject all bids for reasonable cause including cost. The agency is not required to award the bid.
10. Before submitting a response to this bid, respondents should review, correct all errors and confirm compliance with this IFB's requirements.

11. Award and Protest

In the unlikely event of a tie bid, the tiebreaker will be a coin toss. Such an event will be observed by witnesses. The affected bidders will be invited to attend.

At least five days prior to awarding the agreement, a "Notice of Intent to Award" will be posted in a public place at the DIR's Oakland Office, located at 1515 Clay Street Suite 1902 in Oakland, CA 94612 .

The dates indicated in the Key Action Dates are subject to change; it is the bidder's responsibility to review the website or visit the DIR lobby to determine the status of the intent to award.

If, within five (5) business days after the posting of the Intent to Award, a Bidder files a written protest on the grounds that according to the rules of the IFB that the protesting Bidder should have been judged the responsive and compliant Bidder with the lowest adjusted bid, the agreement shall not be awarded until either the protest has been withdrawn or the State has decided on the matter.

The protesting Bidder shall submit its protest to both the Department of General Services and the DIR with a detailed written statement specifying the grounds for the protest.

The written protest must be sent to:

Department of General Services
Office of Legal Services
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, California 95605

FAX: (916) 376-5088

A copy of the detailed written statement should be mailed to:

Department of Industrial Relations
Attention: Contracts Manager
1515 Clay Street Suite 1902
Oakland, CA 94612

It is recommended that protests be submitted by certified or registered mail.

For detailed information regarding the protest process, see SCM Volume 1 Chapter 6.
https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

12.Disposition of Bids

Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The DIR cannot prevent the disclosure of public documents. However, the contents of all bids, correspondence, agenda, memoranda, and working papers, or any other medium which discloses any aspect of Bidder's bid, shall be held in the strictest confidence until the notice of "Intent to Award" is released to the public.

13. Agreement Execution and Performance

Service shall start not later than the express date set by the DIR and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Bid price and the actual cost of performing work by another contractor.

All performance under the agreement shall be completed on or before the termination date of the agreement.

14. Preference and Incentive Programs

The State of California has established specific socio-economic procurement programs that apply to this IFB. Questions regarding the DVBE participation specific to this IFB should be directed to this IFB's Procurement Official.

The specific Preference and Incentive programs described herein may not require Bidders to participate in those programs for this IFB. If not required, Bidders may elect to participate and may receive

additional evaluation preference points as described. There are limitations on the amount of preference points or dollars that can be applied by participation in these programs, individually and in combination. Links and references are provided throughout this section to DGS website information.

General questions about the State's programs may be directed to the DGS Procurement Division's Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) at (916) 375-4940. General information about these requirements is available at the DGS Procurement Division website:

https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program

Additional resources to locate DGS certified DVBEs and Small Businesses include, but are not limited to:

DGS OSDS Communications and Outreach Section:

https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Outreach-Program

DGS DVBE and Small Business search engine (Cal eProcure): https://caleprocure.ca.gov/pages/sbdvbe-index.aspx

DVBE and Small Business trade papers: www.documents.dgs.ca.gov/pd/smallbus/TradePaper.pdf

DVBE and Small Business focus papers: www.documents.dgs.ca.gov/pd/smallbus/FocusPaper.pdf

DVBE and Small Business contacts: www.documents.dgs.ca.gov/pd/smallbus/RefOrg.pdf

DVBE and Small Business events:

https://www.dgs.ca.gov/PD/Events?eventCategoryFilters=f2de9f7c62ed4c4e838643bb4ce5a667

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Choice of Law: Construction of the disclaimers above and resolution of disputes thereof are governed by the laws of the State of California.

14.1 Commercially Useful Function

All contractors, subcontractors and suppliers claimed by the Bidder as either a DGS certified DVBE or Small Business must perform a Commercially Useful Function.

As stated in Chapter 623, Statutes of 2003 (Government Code Section 14837(d)(4)), a business performing a Commercially Useful Function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business, services and function.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business, micro business or DVBE participation.

The Bidder must complete a certification (Attachment #10) for each DVBE and Small Business contractor specified in the bid.

14.2 DVBE Incentive Program

The State has established goals for Disabled Veteran Business Entity (DVBE) participation in State contracts. The DIR has established that all Bidders are required to comply with the DVBE program participation requirements of this IFB.

This IFB offers an evaluation incentive for DVBE Bidders or non-DVBE bidders that sub-contract up to five percent to certified DVBE's. DIR shall apply up to a five percent incentive to net bid price submitted by the bidder in the cost evaluation process for bidders that comply with the small business requirements.

Under California Code of Regulations 1896.99.100, the California DVBE Incentive provides responsive and responsible firms the opportunity to receive additional incentive calculations. The incentive is applied at the time of solicitation evaluation when a proposing firm is a certified DVBE or selects a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort.

The following are key elements of the DVBE Incentive Program:

a. The DVBE Incentive is applied during the evaluation process and is *only* applied to responsive bids from responsible firms proposing the percentage of DVBE participation for the incentive specified in the solicitation.

b. The Incentive is calculated by adjusting the net bid by 5% as specified in the solicitation. Computation is for evaluation purposes only and cannot be used to reduce the net bid.

c. Services or commodities provided by the DVBE firm must meet the definition of a "Commercially Useful Function" (CUF) as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive and may render the entire submission as non-responsive.

For the purposes of this IFB, the DVBE Incentive percentages are as follows:

Confirmed DVBE participation of:	DVBE Incentive Percentage:
5.00% and above	5%
4.00% to 4.99%	4%
3.00% to 3.99%	3%
2.00% to 2.99%	2%
1.00% to 1.99%	1%
0.00% to .99%	0%

14.2.1 DVBE Submission Requirements

To claim a DVBE incentive, the DVBE firm(s) must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State OSDS by 5:00 P.M. on the Final Bid due date and be verified by such office. Questions regarding the certification or the preference approval process should be directed to the OSDS at (916) 375-4940.

If the IFB requires a minimum DVBE participation, then the minimum requirements must be met by all Bidders.[3]

This solicitation has an optional 5% incentive -or-
This solicitation has a 3% minimum DVBE requirement

It can take bidders or subcontractors a month or more to prepare and submit the mandatory documents for certification; therefore, bidders are strongly encouraged to identify DVBE participation requirements and DVBE subcontractors in order to comply with the submission requirements.

Failure to comply with the DVBE program requirements may cause your solicitation response to be deemed nonresponsive and/or ineligible for incentives.

[3] The previously allowed "Good Faith Effort" is no longer a valid way to meet DVBE participation requirements.

If the award of a contract is based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, in accordance with Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and such replacement must be approved by the DIR and DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; PCC § 10115.10, and/or PCC § 4110 (public works).

If the Contractor makes a commitment to achieve DVBE participation in their submission, then the Contractor must within 60 days of receiving final payment under an agreement (or within such other time period as may be specified within the executed agreement) certify in a report to the awarding department all of the following:

1. The total amount the prime contractor received under the contract.
2. The name and address of the DVBE(s) that participated in the performance of the contract.
3. The amount each DVBE received from the prime contractor.
4. That all payments under the contract have been made to the DVBE(s).
5. The actual percentage of DVBE participation that was achieved.

Bidders who claim DVBE participation but are later found to violate the DVBE program requirements may be subject to significant sanctions.[4]

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))

An intended award to a DGS certified small business cannot be displaced as a result of the award of DVBE preference or incentive points. Bidders are cautioned to read and understand all of the DVBE and preference program requirements and how points are applied. An explanation of the DVBE requirements can be found at the following Internet web site: https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program

14.2.2 Required DVBE Participation Forms

Bidders claiming a five percent (1-5%) Disabled Veteran Business Enterprise incentive must submit the following forms.

[4] See https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/SB-DVBE-Program-Violations-and-Sanctions

Disabled Veteran Business Enterprise Declarations -STD. 843 (Attachment 4)

A Disabled Veteran Business Enterprise Declarations (STD. 843) form must also be completed by California-certified DVBE owners and managers of each DVBE firm that will be participating in the awarded purchase document.

All disabled veteran owners and disabled veteran managers of each participating DVBE must sign a STD 843 form. When claiming any DVBE participation, the completed form(s) must be submitted with the Bidder's Final Bid. Failure to provide the form(s) within the time frame specified by the State may cause your bid to be rejected.

Bidder Declaration Form GSPD 05-105 (Attachment 5)

Bidders must complete the appropriate information on the Bidder Declaration Form GSPD 05-105 to claim DVBE participation. This form allows Bidders to identify if they are a DVBE and/or to identify DVBE subcontractors, their proposed contract function, and the corresponding percentage of participation.

The Bidder must complete a certification (Attachment #6) for each DVBE contractor specified in the bid.

All Bidders claiming the DVBE 5% percent incentive must perform a Commercially Useful Function as described in IFB Section 14.1

14.3 Small Business Preference Program

The State has established goals for Small Business participation in State contracts. The DIR has established that all Bidders are required to comply with the Small Business program participation requirements of this IFB.

This IFB offers an evaluation preference for Small Business Bidders or non-Small Business Bidders that sub-contract twenty-five percent or more to certified small businesses. DIR shall apply a five percent incentive to net bid price submitted by the bidder in the cost evaluation process for bidders that comply with the small business requirements.

The California Small Business Preference Program provides responsive and responsible firms the opportunity to receive additional preference calculations. The preference is applied at the time of solicitation evaluation when the proposing firm is a certified Small Business or selects a California-certified Small Business subcontractor to provide services or commodities in support of the overall contract effort.

Small Business Preferences for Non-Small Businesses

Government Code Section 14838(b)(1)(2) now provide a small business preference for a non-small business entity.

The preference to a non-small business bidder that commits to small business or micro business subcontractor participation of twenty-five percent (25%) of its Total Cost shall be five percent (5%) of the lowest non-small business bid. A non-small business, which qualifies for this preference, may not take an award away from a certified small business based on the preference. The small business regulations are located at 2 CCR 1896.

Bidders that are not a DGS certified small business, but who are claiming a five percent small business preference must submit Bid Attachment 8, Small Business Affidavit, indicating this claim.

Dollar amounts must not be included on the Affidavit or on related forms, as that may be cause for rejection of the bid.

If claiming the non-small business subcontractor preference, the bid response must include a list of the small businesses with which the Bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the Total Cost with one or more California Certified Small Businesses. Each listed certified small business must perform a "Commercially Useful Function" in performance of the contract as defined in Government Code Section 14837(d)(4).[5]

The following are key elements of the Small Business Preference Program:

a. The small business preference is applied during the evaluation process and is *only* applied to responsive bids from responsible firms proposing the percentage of Small Business participation specified in the solicitation.

b. The Preference is calculated by adjusting the net bid by 5% as specified in the solicitation. Computation is for evaluation purposes only and cannot be used to reduce the net bid.

c. Services or commodities provided by the Small Business must meet the definition of a "Commercially Useful Function" (CUF) as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive and may render the entire submission as non-responsive.

14.3.1 Small Business Submission Requirements

To claim a Small Business preference, the small business firm(s) must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State OSDS by 5:00 P.M. on the Final Bid due date and be verified by such office. Questions regarding the certification or the preference approval process should be directed to the OSDS at (916) 375-4940.

If the IFB requires a minimum Small Business participation, then the minimum requirements must be met by all Bidders.

[5] See also IFB Section 14.1 Commercially Useful Function

It can take bidders or subcontractors a month or more to prepare and submit the mandatory documents for certification; therefore, bidders are strongly encouraged to identify small business participation requirements and small business subcontractors in order to comply with the submission requirements.

Failure to comply with the small business program requirements may cause your solicitation response to be deemed nonresponsive and/or ineligible for incentives.

Small Businesses are desired and encouraged to participate in this IFB. California Government Code § 14835, et seq. requires a 5% preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in CCR, Title 2, Section 1896, et seq. The small business preference is for California-based small businesses.

Information about the Small Business preference program can be found at:

https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program

If the Contractor makes a commitment to achieve Small Business participation in their submission, then the Contractor must within 60 days of receiving final payment under an agreement (or within such other time period as may be specified within the executed agreement) certify in a report to the awarding department all of the following:

1. The total amount the prime contractor received under the contract.
2. The name and address of the Small Business (es) that participated in the performance of the contract.
3. The amount each Small Business received from the prime contractor.
4. That all payments under the contract have been made to the Small Business (es).
5. The actual percentage of Small Business participation that was achieved.

Bidders who claim Small Business participation but are later found to violate the Small Business program requirements may be subject to significant sanctions.[6]

A copy of the regulations, instructions and format for claiming the small business preference is available online at:

www.documents.dgs.ca.gov/pd/smallbus/CertAppInstructions.pdf

14.3.2 Required Small Business Participation Forms

Bidders claiming a five percent (5%) small business preference must submit the following forms.

[6] See https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/SB-DVBE-Program-Violations-and-Sanctions

Small Business Declaration (Attachment 8)

If the bidder satisfies the requirements and is asking for evaluation preferences, the bidder must clearly identify in Attachment 8, Small Business Declaration, which of the preference being claimed and the following information: 1) Subcontractor or supplier name, 2) contact person, 3) mailing address, 4) phone number, fax number and email address, 5) DGS Small Business certification number, 6) description of the work to be performed and/or products supplied, and 7) and percentage of the Total Cost (as specified in the solicitation) per subcontractor or supplier.

Bidder Declaration Form GSPD 05-105 (Attachment 5)

Bidders must complete the appropriate information on the Bidder Declaration Form GSPD 05-105 to claim Small Business participation. This form allows Bidders to identify if they are a Small Business and/or to identify Small Business subcontractors, their proposed contract function, and the corresponding percentage of participation.

www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf

The Bidder must complete a certification (Attachment 6) for each Small Business contractor specified in the bid.

All Bidders claiming the small business 5% percent preference must perform a Commercially Useful Function as described in IFB Section 14.1

14.4 TACPA Preference Program

The state has a dedicated procurement program designed to stimulate business and employment in geographic areas determined to be economically distressed, with areas of high unemployment, under the Target Area Contract Preference Act (TACPA). The DGS Procurement Division/Dispute Resolution/Preference Program Section administers the TACPA program and provides resource information. The Dispute Resolution general number is (916) 375-4611. The DGS Preference Program information line is (916) 375-4609. TACPA bid evaluation preferences are available as described in IFB Section 7 Evaluation Process.

14.4.1 Target Area Contract Preference Act (TACPA)

Preference will be granted to California-based Contractors in accordance with California Government Code Section 4530 et seq., whenever contract for goods and services are in excess of $100,000 and the Contractor meets certain requirements as defined in the CCR (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the Final Bid.

A bidder who has claimed a TACPA preference(s) and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided that the TACPA preference(s) was granted in obtaining the contract.

If there is no intention of claiming this preference, the Bidder does not need to submit the STD Form 830.

Bidders seeking the TACPA preference must complete and submit the required form and all necessary attachments with their bids.

ATTACHMENT 1 – BID CHECKLIST

To assist Bidders and the DIR in verifying the completeness of the bid, Bidder will include this checklist with their bid. Mark the box to indicate each item submitted.

The original bid must be marked "MASTER." All documents contained in the original bid package must have original signatures and must be signed by a person who is authorized to bind the proposing firm.

Submit three (3) copies, marked or identified as "COPY" with the original bid.

Volume 1 – Bid (No Cost Information)

Mandatory Attachments for All Bidders

- ☐ Cover Letter and Executive Summary
- ☐ Bid Checklist (Attachment 1 - this document)
- ☐ Contractor Certification Clauses – CCC 307 (see Attachment 2)
- ☐ Additional Conflict of Interest Disclosures (if applicable, see Section 9)
- ☐ Minimum Requirements Experience (Section 1.1.4) and References Sheet (see Attachment 3)
- ☐ Bidder Declaration – GSPD-05-105 (see Attachment 5)
- ☐ Bidder (Bidder) Certification Sheet (see Attachment 6)
- ☐ Darfur Contracting Act Requirements (see Attachment 7)
- ☐ Payee Data Record (STD 204) (see Attachment 9)
- ☐ Resumes for all Proposed Team Members (Including Sub-Contractor Staff)
- ☐ Organizational Chart **[See Section 5, If Mandatory]**
- ☐ Work Plan, Methodologies, Approach, and Relevant Team Experience
- ☐ Sample Work Products/Reports **[See Section 5, If Mandatory]**

Required Attachments (If Preference Program is Applicable or Required)

- ☐ DVBE Declarations – STD 843 (see Attachment 4)
- ☐ Small Business Declaration (see Attachment 8)
- ☐ Commercially Useful Function Certification (see Attachment 10)
- ☐ TACPA form and attachments (see IFB Section 14.4)

Volume 2 – Cost Information

Cost Information

- ☐ Cost Sheet (see Attachment A)
    1. Enclose three (3) hard copies of the Cost Sheet, with one copy marked "Master Copy", in a separately sealed envelope marked "**Do Not Open – IFB 19-001 – Wire Distribution Services for News Releases"**
    2. Include the sealed Cost Sheet envelope within the Bidder's Bid sealed bid package.
    3. Do not include the cost data that may be accessed outside the Cost Sheet envelope.

IMPORTANT NOTICE TO BIDDER:

The DIR makes no warranty that this checklist (Attachment #1) is a full and comprehensive listing of all requirements specified in the solicitation. Checking off the items on the checklist on attachment #1 does not establish your firm's intent, nor does it constitute responsiveness to the requirements. The checklist is merely a tool to assist the participating Bidder in compiling their Final Bid response. Bidder is encouraged to carefully read the entire solicitation.

The DIR again emphasizes the need for each Bidder to verify all documentation and responses prior to the submission of final bids.

ATTACHMENT 2 – CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's

failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized

officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was

employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 3 – MINIMUM EXPERIENCE AND REFERENCES

BASIC QUALIFYING EXPERIENCE OR REQUIREMENTS

If Attachment #1 states that the submission of this attachment is mandatory, failure to complete and return this attachment may cause your bid to be rejected and deemed nonresponsive.

In order to demonstrate that the proposing firm has the minimum experience in performing the tasks outlined in the Scope of Work as specified in the IFB, each bidder complete the qualifications worksheet. The minimum requirements are listed in section 1.2

	Narrative Explanation or supporting Minimum Requirements under 1.2	List Company, Firm, Educational Institution requirement met	Total Years (If Applicable)
REQ 1			
REQ 2			
REQ 3			
REQ 4			
REQ 5			
REQ 6			

REFERENCE DETAILS

Respondent will submit requested information for at least three references where respondent provided similar services to the referenced party in the last five years. If three references cannot be provided, please explain why three references cannot be provided on an attached sheet of paper.

REFERENCE 1	
Name of Firm:	
Street Address: City: State: Zip Code:	
Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:
Description of Service Provided:	

REFERENCE 2	
Name of Firm:	
Street Address: City: State: Zip Code:	
Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:
Description of Service Provided:	

REFERENCE 3	
Name of Firm:	
Street Address: City: State: Zip Code:	
Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:
Description of Service Provided:	

REFERENCE 4

Name of Firm:
Street Address: City: State: Zip Code:

Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:

Description of Service Provided:

REFERENCE 5

Name of Firm:
Street Address: City: State: Zip Code:

Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:

Description of Service Provided:

REFERENCE 6

Name of Firm:
Street Address: City: State: Zip Code:

Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:

Description of Service Provided:

ATTACHMENT 4 – DVBE DECLARATIONS (STD 843)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 11/2005)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE:_____ DVBE Ref. Number: _____

PO/Contract Description (materials/supplies/services/equipment): _____

Solicitation/Contract Number:_____ SCPRS Ref. Number:_____
(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

_____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

_____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE **(attach additional pages with signature blocks for each person to sign)**:

_____
(Printed Name) (Signature) (Date Signed)

_____
(Address of Owner) (Telephone Number of Owner) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

_____
(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page ___ of ___

ATTACHMENT 5 – BIDDER DECLARATION (GSPD-05-105)

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with their bid. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

A copy of the Bidder Declaration GSPD-05-105 and its instructions, are provided on the next two pages. Please read the instructions carefully. The form with its instructions is also available in PDF format on the DGS website:

www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

a. Identify current California certification(s) **(MB, SB, NVSA, DVBE):** _____ **or None** ☐ (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** ☐ **No** ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

_____

_____

c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ☐ **No** ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ☐ **No** ☐ **N/A** ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
				0%	☐	☐
				0%	☐	☐
				0%	☐	☐

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

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2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

ATTACHMENT 6 – BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package. **The master copy of the bid must bear an original signature on this page.**

Bidder's Certification:

I hereby certify that:

1. Our all-inclusive cost bid is submitted as detailed in the Cost Sheet in a separately sealed envelope marked **"Do Not Open" with the IFB number and name.**
2. All required attachments for the IFB are included with this certification sheet.
3. I have read and understand the California Disabled Veteran Business Enterprise (DVBE) Participation Program and Small Business (SB) Preference Program requirements and have included documentation demonstrating that I have met the participation goals.
4. The signature affixed hereon and dated certifies compliance with all the requirements of this bid (bid) document. The signature below authorizes the verification of this certification. See next page for instructions for completing this Bid Certification Sheet.

An unsigned, incomplete, or missing Bid/Bidder Certification Sheet may be cause for rejection

1. Company Name	2. Telephone Number ( )	2a. Fax Number ( )
3. Address		
Indicate your organization type: 4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. **Signature**	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: a. California Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked **"Yes"**. Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 7 – DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a bid for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a bid.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

☐ **OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or bid, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective bidder/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective bidder/bidder named below. This certification is made under the laws of the State of California.

☐ **OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a bid for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or bid, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or bid pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or bid.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

ATTACHMENT 8 – SMALL BUSINESS DECLARATION

A Bidder desiring to claim the Small Business Preference must complete this Attachment 8 and return it with the Final Bid. All firms claimed as Small Businesses must have their complete certification information submitted to the California Department of General Services (DGS) by the date and time that Final Bids are due.

If the small business program is required under the terms of the IFB –or- if the small business preference determines the award of the contract, the small business certification must be provided prior to the award of a contract to the bidder.

If no small business certification is produced, then the bidder will be declared non-compliant and the next highest bidder shall be selected.

1. Are you claiming preference as a DGS certified Small Business?

   ☐ Yes ☐ No

   If "Yes" submit your DGS Small Business certification number: _____

2. Are you a non-small business claiming small business preference by committing to at least 25% DGS certified Small Business subcontractor and/or supplier participation?

   ☐ Yes ☐ No

   If "Yes" on *Attachment 5: Bidder Declaration (GSPD-05-105)*, for each DGS certified Small Business subcontractor or supplier, identify:

   1) Subcontractor or supplier name

   2) Contact person

   3) Mailing address

   4) Phone number, fax number and email address

   5) DGS Small Business certification number

   6) A copy of the Small Business Certification from DGS website

   7) Description of the work to be performed and/or products

ATTACHMENT 9 – PAYEE DATA RECORD (STD 204)

The Std. 204 Payee Data Record can be found at:

http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

ATTACHMENT 10 – COMMERCIALLY USEFUL FUNCTION CERTIFICATION

Bidder to complete a separate certification for each small business (SB) or Disabled Veterans Business Entity (DVBE)

CUF statute (Government Code 14837 and Military and Veterans Code 999) requires that the contractor and subcontractor be responsible for the execution of a distinct element of the work. Examples include but are not limited to: some aspect of project management, public outreach, IT hardware/software programming or product installation, or providing supplies/goods needed to carry out the contract work such as construction, janitorial or laboratory supplies. In any case, the services or goods need to be directly associated with the scope of work.

Bidder certifies that the small business (SB) or Disabled Veterans Business Entity (DVBE) stated below shall meet CUF requirements under GC 14837 and MVC 999.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

1. Is the specific work to be provided by this small business and/or DVBE supplier: (Check either "Yes" or "No" to both questions) i. Complete a distinct element of the bidder's bid? –and- ii. Specifically delineated and described in the bidder's bid	Yes	No

a. List the specific services will this SB and/or DVBE supplier provide?

b. What is this SB and/or DVBE supplier's function in relation to the scope of work (e.g. Training, Transportation, Installation, Ordering, Delivery, etc.)?

c. Provide support and justification that the services to be performed by this supplier in the bid are consistent with this SB and/or DVBE normal business activities? (e.g. UNSPSC, certifications, resumes, licenses, educational degrees, website, marketing materials, past performance, etc.).

2. On the Bidder Declaration form (GSPD-05-105 or GSPD-05-106), has the supplier committed to its obligation (signed and submitted) to actually perform, manage, and/or supervise the work? (Check either "Yes" or "No.")	Yes	No
3. Does the Bidder Declaration form (GSPD-05-105 or GSPD-05-106) indicate that this supplier will be responsible with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment? (Answer questions below; then check either "Yes" or "No.")	Yes	No

a. If this is a service with no goods involved, then check Yes for question #3 and proceed to question #4. If goods are involved, proceed to b.

b. With regard to the distinct element of work described in question #1, does this supplier have products, inventories, materials or supplies for the contract? If Yes, go to c; else answer No to #3.

c. Check the following that are services with respect to the goods will be provided by the DVBE/SB:

1. ___ Negotiating price
2. ___ Determining quality and quantity
3. ___ Ordering
4. ___ Installing (only if applicable)
5. ___ Making payment

4. Is this SB/DVBE supplier further subcontracting a portion of the work that is greater than normal industry practice? Refer to supplier's Bidder Declaration. (Answer questions below; then check either "Yes" or "No.")	Yes	No

a. Is this SB/DVBE supplier performing all of the work list in question #1? (If yes, then check Yes for question # 4; If no, proceed to question b.

b. Is this SB/DVBE supplier subcontracting a portion of work that is normal for industry practices? (Answer Questions below) If yes, then check Yes for question #5. If no, then check No for question #5.)

What percentage of the goods or services will be subcontracted by the SB/DVBE?

What specific goods or services will be subcontracted by the SB/DVBE?

COMPLIANCE DETERMINATION		
DIR Project Manager/Evaluation CUF Review:	Is this SB/DVBE CUF Compliant? ☐ Yes ☐ No	
Date	*Signature*	*Name and Title of Project Manager*
DIR Contracts Officer CUF Review:	Is this SB/DVBE CUF Compliant? ☐ Yes ☐ No	
Date	*Signature*	*Name and Title of Project Manager*
Comments:		
DIR Contracts Manager Review:	Is this SB/DVBE CUF Compliant? ☐ Yes ☐ No	
Date	*Signature*	*Name and Title of Project Manager*
Comments:		

ATTACHMENT A

COST SHEET for DIR Public Information Office

Each category is assigned a weighted percentage. Please note that greater weight is given for category one: "State of California" and category three: "Hispanic (for State of California, preferred)." The Weighted Average Cost reflects the summation of the four categories in dollars.

1. State of California ___ *number of words* ___*,* and additional ___ *number of words* ___. (40%)
2. National ___ *number of words* ____, and additional ___ *number of words* ___. (10%)
3. Hispanic (for State of California, preferred) ___ number of words ___ and additional ___ *number of words* ___. (40%) **Includes translation to Spanish using DIR's glossary.**
4. Asian-American (for State of California, preferred) (Vietnamese, Chinese, Korean, Japanese, and Filipino) ___ *number of words*____ and additional ___ *number of words* ___. (10%) **Includes translation to appropriate languages using DIR's glossary.**

Example:
1. State of California **500** *number of words* ***$100****,* and additional **50** *number of words* ***$10****.* (40%)
2. National **500** *number of words* **$250**, and additional **50** *number of words* **$25**. (10%)
3. Hispanic (for State of California, preferred) **500** number of words **$100** and additional **50** *number of words* **$25**. (40%) **Includes translation to Spanish using DIR's glossary.**
4. Asian-American (for State of California, preferred) (Vietnamese, Chinese, Korean, Japanese, and Filipino) **500** *number of words* **$100** and additional **50** *number of words* **$25**. (10%) **Includes translations to appropriate languages using DIR's glossary.**

Weighted Average Cost per Word: _____

The foregoing figure includes every item of expense, direct or indirect, incidental to the contract and the actual costs quoted above by the bidder shall be binding for the term of the Agreement. We will not allow for an all-inclusive annual fee.

Billing Cycle: **Monthly**

NOTE: **All services performed are paid in arrears according to the billing cycle listed above.**

Name of Company: _____

Address: _____

City/State/Zip: _____

Telephone/Fax #: _____

Name (Print): _____

Authorized Signature: _____

Title: _____

ATTACHMENT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

2.

a. For services satisfactorily rendered according to the Statement of Work, and upon receipt and approval of invoices, the State agrees to compensate the Contractor monthly in arrears in accordance with the provisions of this agreement.

b. Invoices shall include the Agreement Number # and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Industrial Relations
Director's Office – Communications Unit
Attn: Erica Monterroza
1515 Clay Street, Suite 1540
Oakland, CA 94612

c. Total amount payable under this contract shall not exceed One Hundred Twenty Thousand Dollars and No Cents ($120,000.00).

d. The term of this agreement is from June 20, 2019 through June 19, 2022.

2. P**rompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code 4.5, commencing with Section 927.

3. Budgetary Contingency Clause

a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

ATTACHMENT C

ADDITIONAL PROVISIONS

1. Termination without Cause

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. In the event of termination, Contractor shall be paid for all allowable expenses incurred up to the date of termination. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

2. Disputes Resolution

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with the Program Contract Manager. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

A. Contractor shall submit, in writing, a grievance report together with any evidence to the Department's Contract Manager. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Contract Manager shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Contract Manager's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph B, listed below.

B. Contractor must submit a letter of appeal to the Department Director explaining why the Contract Manager's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from the Contract Manager. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Manager's written decision. The Director or designee shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

ATTACHMENT D

GTC 04/2017

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person,

firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and

treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)